

1 BILL NO. S-81-04- 03

2 SPECIAL ORDINANCE NO. S- 116-81

3  
4 AN ORDINANCE approving an Agreement  
5 for Housing Market Analysis between  
6 the City of Fort Wayne, Indiana and  
7 Kenneth F. Danter and Company, Inc.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
9 FORT WAYNE, INDIANA:

10 SECTION 1. That a certain Agreement dated April 7,  
11 1981, between the City of Fort Wayne, Indiana, by and through  
12 its Mayor and Community Development and Planning and Kenneth F.  
13 Danter and Company, for:

14 a housing market analysis of Fort  
15 Wayne which will forecast the demand  
16 for housing by type and cost and demand  
17 by household type. This analysis will  
18 also provide the basis for the develop-  
19 ment of a housing plan for Fort Wayne,

20 at a total cost of \$15,000.00, all as more particularly set forth  
21 in said Agreement which is on file in the Department of Community  
22 Development and Planning and is by reference incorporated herein  
23 and made a part hereof, be and the same is in all things hereby  
24 ratified, confirmed and approved.

25 SECTION 2. That this Ordinance shall be in full force  
26 and effect from and after its passage and approval by the  
27 Mayor.

28   
29 COUNCILMAN

30 APPROVED AS TO FORM AND  
31 LEGALITY APRIL 10, 1981.

32   
JOHN E. HOFFMAN, CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 4-14-81, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 4-14-81

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LEFT~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>6</u>	<u>3</u>	_____	_____	_____
<u>BURNS</u>	_____	<u>X</u>	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	_____	<u>X</u>	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	_____	<u>X</u>	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 5-12-81

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-116-81 on the 12th day of May, 1981.

ATTEST:  
Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)  
John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of May, 1981, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 22nd day of May 1981, at the hour of 3 o'clock P. M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

BILL NO. S-81-04-03

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN  
ORDINANCE approving an Agreement for Housing Market Analysis between  
the City of Fort Wayne, Indiana and Kenneth F. Danter and  
Company, Inc.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

VIVIAN G. SCHMIDT, CHAIRMAN

JAMES S. STIER, VICE CHAIRMAN

MARK E. GIAQUINTA

PAUL M. BURNS

ROY J. SCHOMBURG

*Vivian G. Schmidt*

*James Stier*

*Mark E. Giaquinta*

*Roy J. Schomburg*

5-12-81  
DATE 5-12-81 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

AGREEMENT

between

CITY OF FORT WAYNE, INDIANA

and

KENNETH F. DANTER AND COMPANY

The AGREEMENT made and entered into this 7<sup>th</sup> day of April, 1981, by and between KENNETH F. DANTER AND COMPANY, 2242 S. Hamilton Road, Columbus, Ohio, hereinafter referred to as the CONSULTANT, and the City of Fort Wayne, State of Indiana, hereinafter referred to as the CITY.

WITNESSETH

WHEREAS, the CITY is continuing to implement community development activities under the Housing and Community Development Act of 1974; and

WHEREAS, the CITY desires to engage the services of a consultant to furnish a housing market analysis of Fort Wayne and its Urbanized Area; and

WHEREAS, the consultant selected for this project must possess special and unique qualifications relevant to this project;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. SCOPE OF CONSULTANT'S SERVICES.

The CONSULTANT agrees to perform in a good and professional manner those services in the "Scope of Services" section of his proposal, Attachment C of this AGREEMENT, as well as those services outlined below:

1. The CONSULTANT shall be expected to provide all necessary personnel, facilities, services, materials and documentation necessary to perform the tasks and subtasks listed in Attachment C.
2. The CONSULTANT shall conduct four sessions with the staff of the Department of Community Development and Planning to present interim findings and results before the completion of the final report.
3. The CONSULTANT shall make, at a minimum, one public presentation of his research findings during the housing market analysis. The CONSULTANT shall also make one final public presentation when the housing market analysis is complete.
4. The CONSULTANT shall prepare a final report of his findings and recommendations. This report shall include, at a minimum,
  - a. A description of findings as a result of the study described with recommendations when appropriate including the data and rationale upon which discretionary decisions were made. Recommendations will be supported by the data on which the CONSULTANT bases his advice. Further, forecasts of demand shall be at one year increments for the next ten (10) years.

- b. The author should prepare an evaluation of the methodologies used in concept development during the study process.

This report shall be in camera-ready form and shall become the property of the CITY at the termination of this contract.

B. SERVICES TO BE PROVIDED BY THE CITY.

In the event that any information, data report, records and maps are existing and available and are useful for carrying out the work on this Project, this information shall be promptly furnished to the CONSULTANT. At the termination of this contract these items shall be returned to the CITY.

C. CONSULTANT'S COMPENSATION.

The maximum compensation for the personal services and expenses of the CONSULTANT under this AGREEMENT is \$15,000. The CONSULTANT will not exceed this sum without an amendment to this AGREEMENT. Compensation for the personal services of the CONSULTANT will be made at approximately four (4) week intervals as outlined in Attachment A.

D. METHOD OF PAYMENT.

The CONSULTANT shall submit periodic invoices, on a form supplied by the CITY, for costs incurred on the Project during the billing period. Invoices will be based on the CONSULTANT'S expenditure of time plus expenses incurred, and documentation of work completed as outlined in Attachment A.

E. TIME OF PERFORMANCE.

The services of the CONSULTANT will begin upon delivery of notice to the CONSULTANT of the approval of this AGREEMENT by the Common Council of the City of Fort Wayne and shall, absent causes beyond the control of the CONSULTANT, be completed within one hundred and eighty calendar days (180) thereafter.

F. OTHER PROVISIONS.

The CITY and CONSULTANT agree to the terms and conditions of the scope of services provided as indicated in the CONSULTANT'S proposal, which is Attachment C, a copy of which is attached hereto and incorporated in the AGREEMENT. The CITY and the CONSULTANT agree to the terms and conditions outlined in Attachment A, a copy of which is attached hereto and incorporated in this AGREEMENT.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this AGREEMENT as of the date first above written.

Attest:

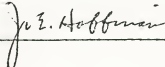
CITY OF FORT WAYNE

\_\_\_\_\_

  
Win Moses, Jr., Mayor

Approved as to form:

CONSULTANT

  
\_\_\_\_\_

  
KENNETH F. DANTER AND COMPANY, INC.

## ATTACHMENT A

SCHEDULE PAYMENT  
FOR SERVICES

<u>PRELIMINARY BRIEFINGS</u>	<u>ELAPSED TIME IN WEEKS</u>	<u>AMOUNT INVOICED</u>
1. EMA Identification and analysis	4	\$2,250
2. Population	5	
3. Households	5	
4. Consumer Survey	6	
5. Housing Stock	8	\$3,750
6. Housing Production	10	
7. Housing Losses	10	
8. Economic Factors	12	\$3,000
9. Availability of Land	13	
10. Availability of Infrastructure	14	
11. Environment and Energy	14	\$2,250
12. Data Evaluation and Analysis	18	
13. Report Preparation and Delivery	22	\$2,250
Withheld for final payment		\$1,500
Total		\$15,000

ATTACHMENT B

CONTRACT FOR PROFESSIONAL SERVICES  
TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the CONSULTANT under this Contract shall, at the option of the CITY, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of the Contract by the CONSULTANT, and the CITY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the CITY from the CONSULTANT is determined.

2. Termination for Convenience of the CITY. The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the CONSULTANT. If the Contract is terminated by the CITY as provided herein, the CONSULTANT will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the CONSULTANT, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The CITY may, from time to time, request changes in the scope of the services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The CONSULTANT represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

b. All of the services required hereunder will be performed by the CONSULTANT or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The CONSULTANT shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY thereto: Provided, however, that claims for money by the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

6. Records and Audits. The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project



funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the CITY or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted to the CITY.

7. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the CONSULTANT under this Contract are confidential and the CONSULTANT agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.

8. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONSULTANT.

9. Compliance with Local Laws. The CONSULTANT shall comply with all applicable laws, ordinances and codes of the State and local governments, and the CONSULTANT shall save the CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

10. Equal Employment Opportunity. During the performance of this Contract, the CONSULTANT agrees as follows:

a. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employments, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places,

ATTACHMENT B

Page four

available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

b. The CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

c. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

11. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

12. Section 109 of the Housing and Community Development Act of 1974.

- (a) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

13. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1071u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth

in 24 CFR 135.10, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
  - d. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
14. Section 503 Handicapped (if \$2,500 or Over)  
Affirmative Action for Handicapped Workers
- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
15. Section 402 (if \$10,000 or Over)  
Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era.
- a. The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veteran status in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - b. The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporated affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.  
  
State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).
  - c. Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require

the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

- d. The reports required by paragraph "b." of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.
- e. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.
- f. This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam and the Virgin Islands.
- g. The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.
- h. As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and

traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

- i. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- j. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
- k. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.
- l. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam Era.
- m. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase

order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a City. No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CONSULTANT shall take appropriate steps to assure compliance.
18. Interest of Consultant and Employees. The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Contract, no person having any such interest shall be employed.



ATTACHMENT C

WORK ELEMENT 1: EFFECTIVE MARKET AREA (EMA)  
IDENTIFICATION AND ANALYSIS

OBJECTIVE: To establish a geographic reporting system for Fort Wayne responsive to both past reporting methodology as well as current market conditions.

Much existing material generated for Fort Wayne has been displayed by various political divisions. While data comprising our report will utilize these geographic designations, we realize that market area boundaries do not always follow community boundaries, thus a system of Effective Market Areas will be developed and utilized wherever appropriate and/or possible.

Each EMA is separated from adjacent market areas by natural barriers such as rivers, freeways, railroads or major arteries, or a marked difference in the socioeconomic makeup of the neighborhood or area. Boundaries will be determined by applying:

1. Data comprising our report
2. A demographic analysis
3. The personal observations of the field analysts

Each EMA becomes a separate market, forming a basis for measurement and analysis.

Kenneth Danter & Company, maintains the capacity to utilize 1970 and updated census material as well as selected economic indicators on a city, county, zip code, and census tract basis. Combinations of areas, such as EMAs, can be tallied and reported.

TASKS:

- Utilize maps, direct observation, and demographic material to establish primary market area boundaries from which a system of Effective Market Areas would emerge.
- Determine what data is available for both reporting systems--Township and EMA. Combined reporting would be explored for all components of this assignment.
- Develop and review data.

WORK ELEMENT 2: POPULATION

OBJECTIVE: To tabulate and review population trends and projections with regard to housing demand, potential, and the existing inventory. Primary considerations would be:

- Population by age, sex, and race
- Nonhousehold population
- Township and EMA trends
- Net migration
- Natural increase
- Projections



WORK ELEMENT 2: (Continued)

- TASKS:
- Identify existing documentation based upon prior studies by local, regional, and national sources.
  - Review resources with respect to additional areas of consideration which may be applicable to this project.
  - Explore area of additional current importance for inclusion in residence survey under Work Element 3.
  - Projections will be based upon a review of and display from all applicable sources. Application of this data will then be based upon best estimate trends.

WORK ELEMENT 3: HOUSEHOLDS

OBJECTIVE: Related household trends and projections to housing demand. Primary areas of consideration are:

- General household characteristics
- Trends in population per household
- Household growth
- Tenure
- Female head of household
- Elderly head of household
- Minority head of household

- TASKS:
- Identify existing documentation based upon prior studies by local, regional, and national sources.
  - Review resources with respect to additional areas of consideration which may be applicable to this project.
  - Explore areas of additional current importance for inclusion in residence survey under Work Element 3.
  - Generate appropriate reporting by Study Area, Township and EMA.

WORK ELEMENT 4: CONSUMER SURVEY

OBJECTIVE: Establish mobility characteristics of Study Area residents. Of special importance is the identification of internal mobility characteristics, that is, the dynamics and motivation of those residents moving from one point within the Study Area to another. These patterns are identified as radial or lateral in nature and their patterns become extremely important in forecasting housing support and demographic change.

It is also our intention to utilize the residence

WORK ELEMENT 4: (Continued)

survey to provide current documentation, where applicable, in other Work Elements. A subelement would also seek to identify, by EMA, a perception of the "Quality of Living Conditions" by Study Area residents.

The effect of both energy-related issues and interest rates should be fully explored within the context of this Work Element.

TASKS:

- Locate and train interviewers for residence survey.
- Establish sampling technique and number of interviews required to provide cross-tabulation potential within such areas as tenure, demographic characteristics, and future mobility plans.
- Develop and test questionnaire.
- Interviewing
- Code, verify, and tabulate
- Analysis of data

WORK ELEMENT 5:

HOUSING STOCK

OBJECTIVE:

Establish the housing inventory as a benchmark for future housing needs assessment. Further, a comparison of historic data would provide up-to-date trend documentation. Included would be:

1. A general inventory of housing
2. Occupancy characteristics would be based upon a review of secondary data within the scope of Work Element 6.
3. Turnover trends would be based upon a review of secondary data along with primary data generated within the scope of Work Element 4.
4. Units in structure
5. Age and type of structure data would be generated as both secondary and primary data.
6. Condition of housing stock.

TASKS:

- Identify existing documentation based upon prior studies by local, regional, and national sources.
- Review resource material with respect to additional areas of consideration which may be applicable to this project
- Explore areas of additional importance for inclusion in residence survey under Work Element 4 and Field Survey of existing housing in Work Element 6.

ATTACHMENT C

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WORK ELEMENT 6: HOUSING PRODUCTION

OBJECTIVE: Qualify additions to the housing base since 1975 by type of housing and including single-family, rental, condominium, and mobile homes. Establish the impact and penetration of conversions and renovations on the housing market.

TASKS:

- Provide a 100% data base of Study Area rental housing by type of unit, rent range, vacancy rate, absorption, and area.
- Provide a 100% data base of Study Area condominium development by price, absorption, and area. Special consideration would be given to identification of conversion projects.
- Provide a survey of mobile home project development by type of park, rent range, occupancy, and absorption.
- Identify areas of substantial rehabilitation efforts and the estimated effect on demographic characteristics.
- Provide a survey and analysis of single-family development trends in the Study Area. Primary data points would be market area, price range, and absorption.

WORK ELEMENT 7: HOUSING LOSSES

OBJECTIVE: Qualify deletion to the housing inventory since 1970 by type of units, area, economic characteristics, and reason for loss.

TASKS:

- Identify demolitions by owner at time of demolition, location, condition, and type of dwelling.
- Interview owners, if possible to establish reason for demolition.
- Survey site of demolition to establish reuse and possible inventory replacement.

WORK ELEMENT 8 ECONOMIC FACTORS

OBJECTIVE: Economic factors are a primary consideration in analyzing trends in housing, inventory and projecting potential support. Special consideration will be given to income, employment location and characteristics, insurance rates, labor and material costs, sale prices and rent trends.

WORK ELEMENT 8: (Continued)

TASKS:

- Review secondary data generated and compiled by local, regional, and national sources. Special consideration should be given to income and unemployment documentation.
- Survey major area employers to establish employment forecasts for immediate and foreseeable future.
- Survey of major Study Area lenders to establish mortgage rate trends and expectations. Their perceived market response to future trends should be explored.
- Complete a comparative analysis relating mortgage activity to mortgage rates since 1970.
- Explore areas of additional importance (such as age/employment/housing relationship) for inclusion in Work Element 4.
- Review secondary data with respect to additional areas of study and considerations which may be applicable to the project.

WORK ELEMENT 9:

AVAILABILITY OF LAND

OBJECTIVE:

To identify, quantify and classify land available for housing by submarket and housing types. The work will be characterized by a mix of disciplines from the analysis of hard data to selective interviews with realtors, land developers and public officials to capture the total range of influences over decisions regarding use of available land.

TASKS:

1. Conduct a data availability meeting with the Department of Community Development and Planning to identify:
  - Vacant acreage and lots in the market area via reports, maps, and aerial photographs.
  - Limiting factors on identified land to include; flood plain, zoning, noise zones, future quarries, landfills, or other limiting factors.
  - The impact of zoning and subdivision regulations on the net number of dwelling units per acre.
  - Major new proposed housing projects either partially underway or in the planning stage.
  - Review the near term transportation improvement program (five years), and assess the impact of the proposed improvements on available land by submarket.

WORK ELEMENT 10:

AVAILABILITY OF URBAN INFRASTRUCTURE

OBJECTIVE:

To identify, locate and describe elements of the urban infrastructure, either existing or planned, as they affect the supply of potentially available land.

TASKS:

1. Concurrent with Work Element 7:
  - Identify land available for housing uses that is currently serviced.
  - Identify land for new public utilities within the next five (5) years.
  - Identify drainage areas unlikely to be served via gravity sewer and evaluate the likelihood of force sewer mains being introduced as major elements in the sanitary sewer system.
2. Review the previous information and evaluate consistent with identified submarkets:
  - The number of acres potentially supporting new housing stock.
  - The general number of lots within active subdivision potentially supporting singly-family residential.
  - The attitude of realtors and developers regarding submarket characteristics.
3. Classify the quantified acres and lots as to the anticipated appropriate type of housing:
  - Indicate whether sufficient land will be available for the appropriate housing type.
  - Project the level of land available by year during the period of that housing market analysis.
  - Characterize the subareas of the market where infill housing appears to be possible.

WORK ELEMENT 11:

ENVIRONMENT AND ENERGY

OBJECTIVE:

To place the future housing market in a perspective bounded by the problems and opportunities of environmental standards and expectations and the limits of energy costs and availability.

WORK ELEMENT 11: (Continued)

TASKS:

1. Identify specific areas of high environmental amenities such as rivers, lakes, parks or recreation facilities that tend to attract new or infill housing production.
2. Survey households (within the context of Work Element 4) as to attitudes about the relative quality of the environment of the Fort Wayne Area as well as potential effect of energy related issues.